

The Objective Liability for Artificial Intelligence

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Protecting users of artificial intelligence is essential, especially as contractual and tort liability is based on an act that is difficult to prove on the part of the affected person. Due to the inability to apply the general

rules of civil liability in the theory of obligation, new rules must be established to be applied in the event of damage resulting from the use of artificial intelligence. Therefore, it is necessary to resort to the theory of objective liability and establish a special legal system for civil liability resulting from the use of artificial intelligence, relying on existing legal texts that stipulate objective liability.

Keywords: legal system; obligations; artificial intelligence; compensation; civil liability.

Introduction:

In light of the increasing use of artificial intelligence in several important fields, including the scientific and educational ones, solutions must be sought to address the legal crisis that resulted from the emergence, development, and use of artificial intelligence. This is because the development of this intelligence's own abilities to think, make decisions, perform physical actions, and interfere in legal relations led to many harms.

Protecting the user of artificial intelligence is necessary, especially since contractual and tort liability is based on an act that is difficult to prove on the part of the affected party. To address the inability to apply the general rules of civil liability in the theory of obligation, new rules must be sought that can be immediately applied in the event of damage resulting from the use of artificial intelligence. Accordingly, it is necessary to resort to the theory of objective liability, instead of personal liability based on an unprovable act, and to adopt provisions of objective liability based on damage, defect, or preservation of something.

The importance of the study lies in shedding light on the issue of

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liability resulting from the use of artificial intelligence, which is considered a recent topic that was not frequently addressed before. This is in addition to establishing a legal system for liability based on the existing legal texts that stipulate objective liability.

Therefore, the following question is proposed: when is objective liability for the harms resulting from the use of artificial intelligence applied?

In this study, we seek one goal, which is to determine the legal basis that can be relied on to determine the civil liability resulting from the damage caused by the use of artificial intelligence.

To answer this, we adopted the analytical approach to analyse the legal texts related to the topic, the descriptive approach to clarify the basic concepts such as the concept of objective liability, and the comparative approach to compare legal systems, especially the French law and the Algerian law, which are relevant to the subject.

Chapter I: First main Title: What objective liability means

To understand objective liability, its basis must be determined, and there are many theories related to this matter. The French judiciary declared that the basis of fault as a foundation for civil liability is inadequate and ineffective. However, it has been divided into two main points. The first point relates to the alternative basis for fault, while the second point concerns whether the idea of fault can be maintained with a narrow scope. The first trend completely excluded fault as a basis for civil liability and introduced the idea of risks. As for the second trend, it proposed the idea of social security as the main basis for civil liability and maintained fault as a secondary basis in specific areas of liability.

First Subtitle: The theory of Integral Risk

The first person to call for the integral risk theory was the French jurist Saleilles in 1897, when civil liability was separated from criminal liability. Civil liability's function is to compensate for damage without looking for the misdeed, i.e., if the act committed was lawful or unlawful, wrong or not wrong, the consequences of the risks must be borne in view of the objective nature of the act and not the personal element. According to him, there are actions that objectively exceed the limits of the ordinary and those who bear their risks. The law prohibits actions that directly lead to harm, while for the remaining unprohibited actions, whoever commits them must bear their own risks. Therefore,

the idea of wrongdoing is limited to criminal liability, not civil liability. This is based on the texts of Article 1382 and Article 1383 of the French Civil Code, in addition to some judicial jurisprudence that adopted liability for work accidents without any misdeed.

The jurist Josserand has made a distinction between the provisions of Articles 1382 and 1384, though. According to him, the liability outlined in Article 1382 only applies to personal conduct and is only applicable to transgressions that must be demonstrated. In contrast, the liability described in Article 1384 relates to the culpability for inanimate items and is predicated on the concept of consequence, meaning that the misdeed's availability is not necessary. Based on the fact that the courts applied Article 1382 to settle cases involving inanimate item liability apart from liability arising from animal behavior he formed his judgment.⁽¹⁾ and liability resulting from the demolition of a building⁽²⁾.

Facing industrial progress and the emergence of damages resulting from the use of inanimate objects, a failure has appeared in applying the text of Article 1382 and, thus, in compensating for the damage due to the inability to prove the existence of a misdeed committed by the custodian of the object. This text protects the companies and major projects and indicates that the French legislator implicitly acknowledges the integral risk theory as a basis for civil liability resulting from inanimate objects; that is, it depends on the damage and the causal relationship without requiring proof of the misdeed. It also came with a general principle of responsibility that requires the person who uses an object to repair the damage resulting from this use ⁽³⁾.

This theory has two different forms. The first form is represented by the theory of created risks. While the second form is represented by bearing the liability in exchange for profit (Al Gharm Bil Ghanem).

- The first form: the created risk theory

It is the absolute image of the integrated risk theory that can be applied to all activities without distinction. Anyone whose action results in new risks must bear their consequences, even if he or she did not commit any misdeeds. Moreover, liability cannot be denied by distinguishing between wrong and right action or by searching for the course of the person who caused the damage. Hence, this later is responsible for whether the damage resulted is from his or her personal

work or from the actions of the people or objects he or she uses⁽⁴⁾.

- **The second form: the theory of risk in exchange for profit:**

In this form, the principle of risk repercussions is applied comparatively rather than completely since Josserand believed that absolute responsibility threatened human activity and curtailed human initiative. According to him, an individual is not accountable unless they take on a project that makes money, which raises the standard dangers associated with life. Because of this, accountability is based on profit; that is, whoever makes a profit must make up for any harm they cause without having to provide evidence of their wrongdoing⁽⁵⁾.

The French legislator has adopted this form in cases that were limited to the Work Accident Compensation Law of 1898, in the fields of aviation, pollution, nuclear energy, traffic accidents, and liability resulting from defective products. Among the judicial rulings that the French Court of Cassation ruled for the exploiter of a mine is the responsibility of compensating for the damage caused to the surface without proving the misdeed on his or her part. In another ruling, it adopted the integral risk theory when it indicated that anyone who created a realistic situation that resulted in risks or damages is considered responsible towards those who were victims of those risks and damages⁽⁶⁾.

Many jurists, including Sali and Jisran, relied on the formulation of another theory, which is the integral risk theory, which took several forms. Its basis is that whoever benefits from a certain activity must bear the consequences of that activity and compensate for the damage resulting from it. As for the created risk theory, it claims that anyone who creates a danger to his or her personal activity or through using things that could cause harm to others is obligated to compensate for the harm without requiring that the misdeed be performed by him or her.

Without formally adopting this theory, the French judiciary has started applying it to dispute resolution. Furthermore, there have been a number of theories proposed to substitute the theory of risk for the notion of misdeed as the foundation for responsibility. According to these views, it is imperative to broaden the definition of culpability to incorporate justice and the concept of social inclusion⁽⁷⁾.

French jurisprudence has become dependent on the objective theory,

or what is also called the created risk theory, which opposes the subjective theory that depends on the misdeed.

This liability is fulfilled by the availability of the condition of causing harm to others without requiring a misdeed. This is what was stated in the decisions of the French Council of State. When the element of misdeed blatantly opposes the rules of justice, it must not be a condition for compensating the affected person, as liability based on risks requires a harmful act, not a misdeed, for liability to be realized⁽⁸⁾.

This theory has become incompatible with the economic development and logic. Since the detachment of criminal liability from civil liability, the basis of civil liability is no longer the damage that requires compensation. Moreover, in the face of technological and industrial development, it is necessary to rely on the objective liability that is based on the supposed misdeed.

The second requirement: Security Theory and Social Responsibility Theory

- The security theory:

The jurist Starck called for another theory, "the security theory", which takes into account the interests of the harmed person and does not care about who is responsible. He believes that the person has the right to respect the sanctity of his body and the safety of his financial assets, and that the damage that befalls the safety of a person's body or financial assets fulfills the liability. He also believes that whoever causes the damage is obligated to compensate for it without the need to prove the misdeed. He also believes that liability for things is based on the guarantee and not on the theory of risk or integral risk theory because they do not explain the basis of civil liability, which led to resorting to the idea of the supposed misdeed and the supposed liability⁽⁹⁾.

According to Stark, the reason for going back to the conventional basis in a modified form that is based on the alleged wrongdoing and the alleged liability was because the integral risk theory was unable to provide a logical justification for the basis of civil liability. The transgression was no longer the foundation for imposing blame, but rather its justification. Unlike the theory of misdeed and the integral risk theory, which deprive many victims of compensation and release responsibility to the point where it affects their lives and social activity,



the theory must be established by providing care for the harmed person and not the one who caused the damage⁽¹⁰⁾.

He relied in his theory on the legitimate right of every human being to preserve his life, the safety of his body, and his material and non-material property. On the other hand, the one who causes harm has the right to work and practice his activity, provided that it is legitimate by law, he follows all the necessary rules of caution, and he does not violate the right of others to stability⁽¹¹⁾.

This theory is based on a differentiation between the two rights. If the violated right is the right to life, physical integrity, or the property of the harmed person, then in this case we are faced with violating the right to safety as the damage is unlawful and deserves compensation without the need to estimate the behaviour of the person causing the damage. Additionally, in compensation there is no distinction between physical and material damages, nor between liability for a personal act or liability for the actions of things. It is sufficient in the liability for the actions of things that the object causes a damage for the guarantee to be fulfilled and the guard to be required to compensate. However, if the right of the person causing the damage exceeds the right of the harmed person, which means that the damage does not affect the safety of the harmed person in his\her body or property and is not the result of an illegal act but of an activity, then the harmed person bears the damage without any compensation because the damage in this case is the result of nature and the necessity of exercising a legitimate personal right. He also adds that the human right to safety is the minimum level of safety that any society must guarantee to any individual living in it, and that the violation of this right deserves compensation regardless of the psychological, physical, or mental condition of the perpetrator. While, the economic damages remain subject to the traditional civil liability system, which considers the misdeed as the basis for its occurrence.⁽¹²⁾

- Social theory of liability:

By establishing civil liability on the misdeed, the jurist Savatier observed that civil liability is predicated on a confluence of misdeed and risk in this particular setting. On the other hand, damage alone suffices when the victim cannot establish who is at fault or when there is no one at all. Because it is necessary to prove the damage and the act that caused it, in addition to assessing the behavior of the person who caused the damage, jurists have thus sought to establish objective

liability through the obligation to compensate, rather than through the basis of responsibility as mentioned in the theory of integral risks or guarantee. We also need to consider the damages that that individual as a whole suffered⁽¹³⁾.

Personal liability is based on the misdeed, not the damage, and the responsible person is the guardian, not the beneficiary. Therefore, the responsible person in this type of liability is selected based on the element of misdeed, which enables him\her to deny it if the liability was based on an assumed misdeed that can prove the contrary, i.e. proving that he did not commit any misdeed or proving a foreign cause. As for the objective liability, it is based on damage, not on the misdeed, in which the responsible person is the beneficiary, not the guardian. The person responsible for objective liability cannot deny his liability; even if the foreign cause is proven, responsibility is fulfilled whenever the damage occurs.

Nevertheless, the French legislation was limited to the theory of objective liability only in some fields: workers' legislation, social security consequences and aviation consequences. The beneficiary of the aircraft is responsible for all the damages caused by his\her aircraft, and his responsibility cannot be denied even if the foreign cause is proven⁽¹⁴⁾.

The Algerian legislator took the personal nature of responsibility as a general rule, which is evident from the text of Article 124 of the Civil Code considering the misdeed as a basis for civil liability. In some articles it stipulated an objective liability, such as Article 134 regarding the liability of those responsible for supervision, Articles 136-137 regarding the subordinated liability for the actions of his\her subordinate, Article 140 bis concerning the liability of the producer and Article 140 bis 1 concerning the state's liability to compensate for physical damages.

The objective liability refers to obligating everyone who causes harm to others to compensate for it, regardless the availability of the misdeed. To apply it, it is sufficient for the damage, the action and the causal relationship between them to be available, even if there is no misdeed in the act or activity that caused the damage. Hence, this liability is based on the idea of harm as a basis for applying it and does not require any misdeed on the part of the person causing the damage.

Chapter II: Second main title: The Application of Objective Liability on Artificial Intelligence

As mentioned previously, whether in the Algerian law or the French law, objective liability is relied upon in cases that are limited only. Regarding the absence of special legal texts on civil liability for artificial intelligence, we will rely on texts related to objective liability for defective products (the first requirement) and the liability of the guardian of an object (the second requirement).

1- First Subtitle: The Application of Objective Responsibility for Defective Products

Article 140 bis of the Algerian Civil Code stipulates, The producer shall be liable for the damage resulting from a defect in his products, even if he does not have a contractual relationship with the harmed person. Any movable property is considered a product, even if it is connected to real estate, especially agricultural products, industrial products, animal husbandry, the food industry, land and sea fishing, and electric energy⁽¹⁵⁾.

This article was a result of the new discovery of new machines, goods, consumption patterns, and new forms of services that were not previously known. This led to the emergence of a new form of liability, which is the responsibility of the producer for his defective products, as the rule that was adopted by the legislator about the idea of an assumed misdeed that cannot be contrarily proven is no longer sufficient because the machines used before were not as fast, accurate, and effective as the machines currently used. The responsible person was often known, and the harmed parties had to prove the misdeed in order to obtain compensation. If they fail to prove the misdeed, they will be left with the idea of assuming the misdeed or the idea of others responsibility. However, currently, determining who is responsible has become difficult due to the interference of many parties inside and outside the country, which represents an obstacle for the affected person to obtain compensation⁽¹⁶⁾.

This type of liability is not based on a misdeed or hidden defect but rather on the objective responsibility that was previously studied. For this type of responsibility enshrined in Article 140 bis of the Civil Code to exist, the following conditions must be met:

1- The Presence of a Defective Product:



According to the text of Article 140 bis, for the producer to be liable, the damage must be the result of a defect in his\her product, even if he\she did not contract with the harmed person. The basis of liability is the defect in the product, not the misdeed. The harmed person must prove the defect in the product, the damage it sustained and the causal relationship between them in order to obtain a compensation, especially after proving the misdeed has become very difficult for the consumer in the face of huge production projects that use technological capabilities through which it is difficult to prove the harm caused by the product to others⁽¹⁷⁾.

It is not essential to claim compensation based on a misbehaviour on the part of the producer or the artificial intelligence maker in order to obtain compensation. Rather, it is required that the product be defective and that this defect is what causes the damage.⁽¹⁸⁾

In the text of Article 140 bis, the legislator defines the product as any movable property, even if it is connected to real estate. Movables can be either movables by nature, which are the things that can be moved without damage, or movables according to the purpose, which are connected to real estate but must be separated from it by virtue of nature or by human will. Additionally, the legislator has considered electricity as a product⁽¹⁹⁾.

Article 03, Paragraph 10, of Law No. 09-03 stipulates that every product that is a good or service can be a subject of waiver for free or with returns⁽²⁰⁾.

Even though the Algerian legislator did not define the defect in the Algerian Civil Code, the defect stipulated in Article 140 bis of the Civil Code differs from the hidden defect stipulated in Article 379. It is necessary to refer to the text of Article 09 of Law No. 09-03 concerning the protection of the consumer and the suppression of fraud, which makes the producer responsible for the safety of the consumer⁽²¹⁾.

Legally, the defect of the product is what makes it unsafe, i.e., it is neither required to reduce the value of the product nor to be incompatible with the specifications agreed upon or expected from it. It is, rather, required that it does not provide the necessary safety. Whereas, a hidden defect is a defect that leads the item to be unfit for use.⁽²²⁾

In accordance with Article 9 of Law No. 09-03 relating to consumer



protection and suppression of fraud, the criterion of estimating a product's defect that must be taken into account is the safety element during the legitimated use of the product. It must be also taken into account that the product does not cause harm to the health, security or interest of the consumer when used normally or within the conditions that can be expected from the intervener.

A product is considered defective if it does not achieve for the consumer what was reasonably expected from it, given the method of presenting this product and the time in which it was circulated. Accordingly, it is not considered a defect in the product when a new, more effective product appears⁽²³⁾. On the other hand, the producer liability system is based on objective characteristics of the product that are related to the defect and do not take into account the wrong use of the product by the intervener as it is an objective liability based on the risk⁽²⁴⁾.

In order for the producer to be responsible, the defective product must be placed in circulation. The Algerian legislator did not stipulate the concept placed for circulation but rather used the term "placed for consumption" in Article 3 of Law No. 09-03 that is related to consumer protection and the suppression of fraud. It defined this process as the stages of production, import, storage, transportation, and wholesale distribution⁽²⁵⁾, and retail, which is when the manufacturer voluntarily stops producing the goods⁽²⁶⁾.

2- An Existing Damage

It is the second and basic pillar for the application of civil liability in general. Damage must occur due to a defect present in the product in order for the objective liability to be realized. Damage is the harm that befalls a person in his right or interest. It can be material, which is the harm that befalls a person in his body or property as a result of using the defective product offered by the producer or the consumption intervener, and can be moral, that is, what affects a person's honour, affection, reputation, or any non-material interest.⁽²⁷⁾ However, particularly in Article 140 of the Civil Code, the legislator did not specify the type of damage that deserves compensation from the producer for the defect in the product. the legislator has only stipulated that compensation shall be for the damage resulting from a defect in the product in general. In addition to the damage that befalls the product, it is understood that this liability covers all damages that befall

the person in his body and property if the damage was material. Moreover, the producer is obligated to compensate for moral damage, and the victim bears the burden of proving the damage in accordance with the general rules applicable in the field of civil liability.⁽²⁸⁾

3-The causal relationship between the defect and the damage

The legislator did not stipulate a special rule to prove the causal relationship between a defect in the product and the damage resulting from it. Therefore, we refer to the general rules that stipulate proving the causal relationship in civil liability, which are stipulated in Article 323 of the Algerian Civil Code. The creditor must prove the obligation, and the debtor must prove its disposal in accordance with the general rules for defending liability, that is, by proving the majeure force, the misdeed of the affected consumer⁽²⁹⁾ and the others' misdeed⁽³⁰⁾.

It is also possible to argue that the product was not placed for circulation, or that there was no economic purpose for the product, which means that it was not intended for profit, but rather is merely an experiment or for personal use.⁽³¹⁾

In Article 140 bis 1, the legislator stipulates a new system for the compensation for physical damages only, in order to sanctify the basis of objective liability. The state bears the responsibility of compensation for physical damages because the products have become a social danger at a time of technological and scientific development. For the state to guarantee the compensation, the person responsible for the damage must be unknown; for the products to be of unknown origin, the damage must be physical. That is, material and moral damages are excluded from the scope of compensation, and the harmed party must not be the one who caused the damage.⁽³²⁾

The Algerian legislator also stipulated the obligation of insurance in Article 168 of Order No. 95-07 that is amended and supplemented by Law No. 06-04. This later stipulates the obligation of every intervenor to have an insurance to cover the damages caused by products to consumers. Every physical or moral person who manufactures or modifies, innovates, transforms, or packages materials intended for use or consumption must have an insurance for his\her professional liability towards consumers, users, and others. Therefore, the intervenor, manufacturer, and innovator are obligated to obtain an insurance, which is related to covering the damages that affect the



consumer due to the product of the intervenor, manufacturer, or innovator. It is considered a compensatory insurance contract whose aim is to compensate the harmed person for the damage that he suffers from as a result of a defect in the product.

Moreover, in Article 168/2 of Order 95-07 that is amended and supplemented the legislator has mentioned the products that must be insured. These later are goods such as food, pharmaceuticals, cosmetics, cleaning products, mechanical; industrial; electronic and electrical materials, and any material that can cause harm to consumers, users, and others. Accordingly, the services were excluded from insurance obligation, which represents a deficiency that the Algerian legislator did not remedy. If we apply the rules of insurance obligation to products to artificial intelligence, then these rules must be applied on artificial intelligence that is in the form of a commodity, such as a smart car or a smart phone. However, if the artificial intelligence is in the form of a service provided to the consumer, such as software, then there is no need for applying the insurance obligation that falls on the responsibility of the innovator, manufacturer, or trader. This causes an obstacle and barrier in front of the consumer and the affected user to obtain compensation for the damage that was caused by the service. For example, we can mention the British institution responsible for distributing retirement pensions, which used artificial intelligence for this purpose, but many of the pensions were not sent by artificial intelligence. On the other hand, the program sent a double value of the pensions to more than two million retirees⁽³³⁾.

In such a case, who bears the liability, the creator of the program or the institution that used Logistics? If there is a legal text that requires providing services that rely on artificial intelligence, the insurance company bears the responsibility and is obligated to compensate for the resulting damage without searching for defect or misdeed.

As for the damages insured against, they are physical damages only, not moral ones⁽³⁴⁾, which is not sufficient because moral damages committed by artificial intelligence can be serious, especially if there is a violation of honour or reputation on the Internet. Hence, it is necessary to insure against all damages resulting from the use of artificial intelligence, whether physical, material or moral.

The producer is primarily responsible for compensation in the case of violating the safety duty. Whereas, in case that the person responsible

for the damage is unknown, the state undertakes compensation.

Applying product liability to artificial intelligence is the best legal solution to compensate the harmed person for the act of artificial intelligence, if the latter is of a weak or specific type of artificial intelligence⁽³⁵⁾, such as a self-car or image and sound programs, which have reactions to specific situations. However, if it is an artificial intelligence that is close to the human mind in thinking, planning and making a decision, the product may be without a defect but causes harm to others. Thus, the previously mentioned rules of liability cannot be applied, because the element of defect in the product is not available. In other cases where the artificial intelligence is immaterial, is it considered a commodity or not?⁽³⁶⁾ It is necessary to create a legal rule that holds the manufacturer or producer responsible without the need to prove the defect by the harmed party.

2- Second Subtitle: Applying Objective Liability to the Keeper of an Object

Article 138/1 of the Civil Code stipulates that anyone who is in charge of guarding an object and has the ability to use, manage, and control it is considered liable for the damage caused by that object⁽³⁷⁾. The application of this type of liability occurs as soon as the object causes damage while it is under someone's guard.

The objects stipulated in this article are non-living objects, regardless of their description and type. They can be real estate or movable property, and they can be something that requires special care to be guarded, such as a mechanical machine or gaseous materials such as oxygen or carbon dioxide. It can also be electrical wires, medical tools, and glass⁽³⁸⁾.

With time, the definition of guarding has evolved. Legal possession was important at first. Subsequently, a guard was solely seen as someone who possesses a right over something that is legally protected, regardless of whether that right is personal or actual. Physical possession of the item was no longer significant because it is not predicated on a right⁽³⁹⁾.

Then the idea of material guarding appeared, which means that whoever has possession of an object and can effectively control it becomes responsible for the damage resulting from it, even if it is not attributed to a right protected by law. Effective guarding refers to the



use, management, and control. The use does not require that the thing be between the guardian's hands as it does not refer to the physical use, but rather using the thing as a means to achieve a specific purpose or goal⁽⁴⁰⁾. As for directing or managing, it means using the thing physically or having the authority to issue orders on the thing. As for control, it is the authority to observe and track the object in its use and ensure its maintenance by repairing the defect found in it, as he\she has actual authority over the object.⁽⁴¹⁾

Article 138 of the Civil Code has adopted the moral guardianship, which refers to the person who has actual authority over the object. The Supreme Court has confirmed that the basic principle of guardianship is that the guardian of the object must have the authority to use, manage, and control it. Additionally, whenever the guardianship of the object is transferred to another person, those powers are transferred with it, too.⁽⁴²⁾

Three factors support the keeper of the object's liability: the damaging conduct, the damage, and the causal tie. It is an objective liability that is applied without the need for a misdeed to be committed by the keeper. If damage occurs due to the object under his\her guard, the keeper is responsible towards others without the need to prove the damage.⁽⁴³⁾

In accordance with the text of Article 138/2 of the Civil Code, the guardian can exempt his liability if he proves that the damage resulted from a foreign cause, such as majeure force, an emergency, the act of the harmed party, or the act of others.

Depending on this liability, the keeper of inanimate objects with artificial intelligence is responsible for the harm caused to others, with no need to prove the misdeed or the defect of the object in case that the artificial intelligence is limited, i.e., it does not plan, think, nor make decisions. However, if it is the type of artificial intelligence that is close to human intelligence, Since true object guarding would not be possible, the first pillar previously indicated would not apply, and this kind of responsibility would not.

Conclusion:

□ The liability stipulated in the Civil Code concerning the liability of the producer or keeper of the object can be applied to devices with weak or limited artificial intelligence that do not think or plan but

rather follow limited actions that are a reaction to a specific situation. Yet if it is a general artificial intelligence that is close to the human mind or is superior to the human intelligence in performing the tasks assigned to it, then it is necessary to create legal texts that stipulate objective liability for artificial intelligence, clarifying the elements on which the harmed party relies to obtain compensation.

□ The obligation to insure products is a protection and guarantee for the consumer to obtain compensation in cases of damage, but the legal text, namely Article 168 of Order 95-07 that is amended and supplemented, requires compensation for goods only. This means that if the artificial intelligence is a service, insurance is not required. Hence, the legislator must stipulate the obligation to provide security for all users of artificial intelligence, including devices, machines, and services.

□ The previously mentioned article stipulates compensation for physical damages only. However, there must be special provisions for compensation for the physical, material and moral damages of the use of artificial intelligence.

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